

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

THOMAS A. JOHNSON AND BARBARA
C. JOHNSON, Husband and wife,

Plaintiffs,

v.

**AIR & LIQUID SYSTEMS
CORPORATION**, individually and as
successor-in-interest to **BUFFALO PUMPS;
ASBESTOS CORP., LTD.; CBS
CORPORATION**, f/k/a VIACOM, INC.,
successor by merger to CBS
CORPORATION, f/k/a WESTINGHOUSE
ELECTRIC CORPORATION; **CRANE
CO.; FOSTER-WHEELER ENERGY
CORPORATION; GENERAL
ELECTRIC COMPANY; GOULDS
PUMPS, LLC**, f/k/a Goulds Pumps, Inc.;
IMO INDUSTRIES, INC., individually and
as successor-in-interest to IMO DELAVAL;
**METROPOLITAN LIFE INSURANCE
COMPANY; UNIROYAL, INC.**; and
WARREN PUMPS, LLC,

Defendants.

No.

COMPLAINT FOR PERSONAL
INJURY

JURY TRIAL DEMAND

I. CIVIL ACTION COMPLAINT

PLAINTIFFS, Thomas A. Johnson and Barbara C. Johnson, husband and wife, sue the
above-named Defendants for compensatory and punitive damages, by and through their

1 attorneys, Schroeter, Goldmark, & Bender, and hereby bring this Civil Action Complaint,
2 and allege:

3 II. PARTIES

4 1. The Plaintiffs, Thomas A. Johnson and Barbara C. Johnson (“Plaintiffs”) are
5 citizens of the State of Washington where Thomas A. Johnson was exposed to asbestos
6 during the course of his career.

7
8 2. Defendant, AIR & LIQUID SYSTEMS CORPORATION, individually and as
9 successor-in- interest to BUFFALO PUMPS, was and is a company incorporated under the
10 laws of the State of Pennsylvania with its principal place of business in Pennsylvania. At all
11 times material hereto, AIR & LIQUID SYSTEMS CORPORATION, individually and as
12 successor-in- interest to BUFFALO PUMPS mined, manufactured, processed, imported,
13 converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed
14 substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,
15 including, but not limited to, asbestos-containing Buffalo Pumps that required asbestos in
16 order to operate. In addition, at all times material hereto, AIR & LIQUID SYSTEMS
17 CORPORATION, individually and as successor-in- interest to BUFFALO PUMPS,
18 manufactured, processed, imported, converted, compounded, supplied, installed replaced,
19 repaired, used, and/or retailed products, materials, or equipment that required asbestos in
20 order to operate, for which concurrent use of asbestos was specified, or for which it was
21 known asbestos would be used concurrently. AIR & LIQUID SYSTEMS CORPORATION,
22 individually and as successor-in- interest to BUFFALO PUMPS has done and does business
23 in the State of Washington.
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1 3. ASBESTOS CORPORATION LTD. is a corporation organized under the
2 laws of the Canada with its principal place of business in Canada. At all times material
3 hereto, ASBESTOS CORPORATION LTD. mined, manufactured, sold, distributed, and
4 supplied asbestos fibers for use in asbestos-containing products, including but not limited to,
5 asbestos containing cements, which were heavily used in shipyards such as Puget Sound
6 Naval Shipyard ("PSNS") during the time Mr. Johnson was employed there, and has done
7 and does substantial business in and about the State of Washington.
8

9 4. CBS CORPORATION, f/k/a Viacom, Inc., sued as successor-by-merger to
10 CBS Corporation f/k/a Westinghouse Electric Corporation and successor in interest to BF
11 Sturtevant was and is a company incorporated under the laws of the State of Delaware with
12 its principal place of business in New York. At all times material hereto, CBS
13 CORPORATION, f/k/a Viacom, Inc., sued as successor-by-merger to CBS Corporation f/k/a
14 Westinghouse Electric Corporation and successor in interest to BF Sturtevant, mined,
15 manufactured, processed, imported, converted, compounded, supplied, installed, replaced,
16 repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing
17 products, materials, or equipment, including, but not limited to, asbestos containing BF
18 Sturtevant circulating pump turbines and Westinghouse turbines that required asbestos in
19 order to operate. CBS CORPORATION, f/k/a Viacom, Inc., sued as successor-by-merger to
20 CBS Corporation f/k/a Westinghouse Electric Corporation and successor in interest to BF
21 Sturtevant has done and does business in the State of Washington.
22

23 5. CRANE CO. was and is a company incorporated under the laws of the State
24 of Delaware with its principal place of business in Connecticut. At all times material hereto,
25 CRANE CO., mined, manufactured, processed, imported, converted, compounded, supplied,
26

1 installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or
2 asbestos-containing products, materials, or equipment, including, but not limited to, asbestos
3 containing Crane valves and Chapman valves that required asbestos in order to operate.
4 CRANE CO. has done and does business in the State of Washington.

5
6 6. FOSTER WHEELER ENERGY CORPORATION was and is a company
7 incorporated under the laws of the State of Delaware with its principal place of business in
8 New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION,
9 mined, manufactured, processed, imported, converted, compounded, supplied, installed,
10 replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-
11 containing products, materials, or equipment, including, but not limited to, Foster Wheeler
12 boilers, tubesets, condensers that required asbestos in order to operate. FOSTER WHEELER
13 ENERGY CORPORATION has done and does business in the State of Washington.

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15 7. GENERAL ELECTRIC COMPANY was and is a company incorporated
16 under the laws of the State of New York with its principal place of business in Connecticut.
17 At all times material hereto, GENERAL ELECTRIC COMPANY, mined, manufactured,
18 processed, imported, converted, compounded, supplied, installed, replaced, repaired, used,
19 and/or retailed substantial amounts of asbestos and/or asbestos-containing products,
20 materials, or equipment, including, but not limited to, General Electric turbines and ship's
21 service generators that required asbestos in order to operate. GENERAL ELECTRIC
22 COMPANY has done and does business in the State of Washington.

23
24 8. Defendant, GOULDS PUMPS, LLC, f/k/a Goulds Pumps, Inc., was and is a
25 limited liability company incorporated under the laws of the State of Delaware with its
26 principal place of business in New York. GOULDS PUMPS, LLC is a wholly-owned

1 subsidiary of ITT Inc., a publicly traded corporation. ITT Inc. does not have a parent
2 company GOULDS PUMPS LLC's member is InTelCo Management, LLC, domiciled in
3 Connecticut, and InTelCo Management LLC's member is ITT Inc., an Indiana corporation
4 headquartered in New York. At all times material hereto, GOULDS PUMPS, LLC. mined,
5 manufactured, processed, imported, converted, compounded, supplied, installed, replaced,
6 repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing
7 products, materials, or equipment, including, but not limited to, Goulds pumps that required
8 asbestos in order to operate. GOULDS PUMPS, LLC. has done and does business in the
9 State of Washington.
10

11 9. Defendant, IMO INDUSTRIES, INC., individually and as successor in
12 interest to IMO DELAVAL, was and is a company incorporated under the laws of the State
13 of Delaware with its principal place of business in New Jersey. At all times material hereto,
14 IMO INDUSTRIES, INC., individually and as successor in interest to IMO DELAVAL
15 mined, manufactured, processed, imported, converted, compounded, supplied, installed,
16 replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-
17 containing products, materials, or equipment, including, but not limited to, DeLaval turbines
18 and pumps, and C.H. Wheeler air ejectors that required asbestos in order to operate. IMO
19 INDUSTRIES, INC., individually and as successor in interest to IMO DELAVAL has done
20 and does business in the State of Washington.
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23 10. Defendant, METROPOLITAN LIFE INSURANCE COMPANY, was and is a
24 company incorporated under the laws of the State of New York with its principal place of
25 business in New York. METROPOLITAN LIFE INSURANCE COMPANY has done and
26

1 does business in the State of Washington. METROPOLITAN LIFE INSURANCE
2 COMPANY is named as a conspiracy defendant.

3 11. Defendant, UNIROYAL HOLDING INC., f/k/a UNITED STATES RUBBER
4 COMPANY, INC. was and is a company incorporated under the laws of the State of New
5 Jersey with its principal place of business in Connecticut. At all times material hereto,
6 UNIROYAL HOLDING INC., f/k/a UNITED STATES RUBBER COMPANY, INC. mined,
7 manufactured, processed, imported, converted, compounded, supplied, installed, replaced,
8 repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing
9 products, materials, or equipment, including, but not limited to, Asbeston cloth.
10 UNIROYAL HOLDING INC., f/k/a UNITED STATES RUBBER COMPANY, INC. has
11 done and does business in the State of Washington.
12

13 12. Defendant, WARREN PUMPS LLC, was and is limited liability company
14 (hereafter Warren) incorporated under the laws of the State of Delaware with its principal
15 place of business in Massachusetts. WARREN PUMPS LLC's only member is IMO
16 Industries, Inc., a company incorporated under the laws of the State of Delaware with its
17 principal place of business in New Jersey. At all times material hereto, WARREN PUMPS
18 LLC, mined, manufactured, processed, imported, converted, compounded, supplied,
19 installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or
20 asbestos-containing products, materials, or equipment, including, but not limited to,
21 manufacturer of Warren pumps, machinery and/or equipment that contained asbestos or
22 required asbestos in order to operate. WARREN PUMPS LLC has done and does business in
23 the State of Washington.
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1 supplied, installed, replaced, repaired, incorporated into their product design, and/or retailed
2 substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment
3 which were sold, distributed, and used in Washington. Plaintiff, while working at PSNS, was
4 exposed to various asbestos-containing products listed in paragraphs 2 through 13, for which
5 asbestos exposure the Defendants are jointly & severally liable.
6

7 IV. FACTUAL BACKGROUND

8 18. Plaintiffs are Thomas A. Johnson and Barbara C. Johnson, husband and wife.
9 Plaintiffs reside in Bremerton, Washington.

10 19. For Plaintiff Thomas A. Johnson:

11 A. Date of Birth: XX-XX-1931.

12 C. Plaintiff Thomas A. Johnson worked at Puget Sound Naval Shipyard
13 (“PSNS”) from 1952 – 1991 as a Rigger Helper (1952 – 58), Rigger (1958 – 66), Radiation
14 Monitor (1966 – 67), Rigger Foreman (1967 – 73), and Rigger General Foreman (1985 – 91).
15 During his employment at PSNS, up to approximately 1979, Plaintiff was exposed to
16 asbestos and/or asbestos-containing products manufactured and/or sold by defendants, except
17 Metropolitan Life Insurance Company.
18

19 D. During the employment referenced above, up to approximately 1979,
20 Plaintiff Thomas A. Johnson was exposed to asbestos and asbestos-containing products, and
21 products manufactured for foreseeable use with asbestos products, manufactured, used,
22 and/or sold by defendants, except Metropolitan Life Insurance Company.
23

24 E. Plaintiff believes he has been exposed to the asbestos-containing
25 products, and products manufactured for foreseeable use with asbestos products, of every
26 named defendant in this lawsuit, except Metropolitan Life Insurance Company.

1 F. As a result of this exposure, Plaintiff Thomas A. Johnson has
2 developed asbestos-related disease, specifically mesothelioma. He first learned in
3 approximately September 2016 that he had mesothelioma, caused by asbestos exposure.
4 Plaintiff has been treated for his asbestos-related disease, namely mesothelioma, by Dr.
5 Malcolm Winter.
6

7 V. LIABILITY AND RELIEF

8 20. Defendants are foreign corporations who, at all relevant times, have done
9 business in the State of Washington.

10 21. Each defendant corporation or its predecessor-in-interest, with the exception
11 of Metropolitan Life Insurance Company, manufactured and/or put asbestos and asbestos-
12 containing products, and products manufactured for foreseeable use with asbestos products,
13 into the stream of commerce and/or used asbestos containing material at work sites where
14 Plaintiff Thomas A. Johnson worked.
15

16 22. Plaintiffs claim liability based upon the theories of product liability, including,
17 but not limited to negligence, strict product liability (for example, Restatement (Second) of
18 Torts § 402A), concert of action and conspiracy, premises liability, the former RCW
19 49.16.030, and any other applicable theory of liability, including, if applicable, RCW 7.72 et
20 seq.
21

22 23. The manufacturer/distributor defendants identified above are liable for, among
23 other things, the following conduct: negligent and unsafe design; failure to inspect, test,
24 warn, instruct, monitor and/or recall; failure to substitute safe products; marketing products
25 not reasonably safe as manufactured; marketing products not reasonably safe as designed;
26 and marketing products not reasonably safe for lack of adequate warnings.

1 31. Plaintiff Barbara C. Johnson has suffered and will suffer damages for loss of
2 companionship, services and consortium.

3 32. Plaintiffs' children have also suffered and will suffer damages for loss of love,
4 care, and companionship.

5 33. WHEREFORE, Plaintiff Thomas A. Johnson verily believes he is entitled to
6 actual damages against the Defendants, jointly and severally, by reason of said negligence,
7 gross negligence, breach of warranty, failure to warn and other breaches of duty as alleged
8 herein proximately caused by the fault of the Defendants, lost wages, special damages, and
9 punitive damages in an amount to be determined by the trier of fact, plus the costs of this
10 action.
11

12 34. WHEREFORE, Plaintiffs pray for judgment against the Defendants and each
13 of them as follows:
14

15 A. Award the Plaintiff compensatory damages, in an amount to be determined at
16 trial;

17 B. Award the Plaintiff punitive damages, if applicable;

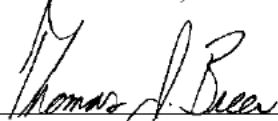
18 C. Award the Plaintiff pre-judgment and post-judgment interest and any other costs,
19 expenses or fees to which the Plaintiff may be entitled by law; and


20 D. Award the Plaintiff such other and further relief as is just and proper.
21

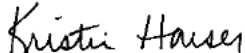
22 **A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.**

23 DATED this 30th day of May, 2017.
24
25
26

SCHROETER, GOLDMARK & BENDER


THOMAS J. BREEN, WSBA #34574


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